

CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION
NON-DISCLOSURE AND USE OF INFORMATION AGREEMENT
FOR CONGESTION REVENUE RIGHTS FULL NETWORK MODEL ("CRR FNM")

This Non-Disclosure and Use of Information Agreement for Congestion Revenue Rights Full Network Model ("Agreement") is made and entered into as of _____, by and between the California Independent System Operator Corporation ("ISO") and _____ ("Receiving Party").

WHEREAS, pursuant to ISO Tariff Section 6.5.1, the Receiving Party seeks to obtain certain confidential or proprietary information from the ISO pertinent to the Congestion Revenue Rights Full Network Model ("CRR FNM") prepared by the ISO; and

WHEREAS, the ISO is willing to provide the CRR FNM to the Receiving Party under suitable contractual limits and protection concerning the disclosure and use of confidential or proprietary information;

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the ISO and the Receiving Party agree as follows:

1. Purpose, Scope and Definition. The purpose of this Agreement is to permit the Receiving Party to review and use the Confidential Information disclosed by the ISO, solely in connection with the Receiving Party's review and analysis of the ISO's CRR Markets. However, the Receiving Party may use the Confidential Information and related studies in pleadings before the Federal Energy Regulatory Commission, provided the Receiving Party requests confidential treatment of all information subject to this Agreement. Confidential Information under this Agreement consists of (i) the ISO's CRR FNM in power flow format PTI PSS/E Version 26, certain related data and any updates or revisions to the CRR FNM that the ISO may make available under this Agreement, (ii) all written materials marked "Confidential", "Proprietary" or with words of similar import provided to the Receiving Party, and (iii) all observations of equipment (including computer screens) and oral disclosures related to the ISO's systems, operations and activities that are indicated as such at the time of observation or disclosure, respectively (collectively, "Confidential Information"). The Confidential Information includes portions of documents, records and other material forms or representations which the Receiving Party may create, including without limitation handwritten notes or summaries, that

contain or are derived from such Confidential Information.

2. Non-Disclosure. Subject to Paragraph 4 below, the Receiving Party shall keep the Confidential Information in strict confidence and shall not disclose such information or otherwise make it available, in any form or manner, to any other person or entity (a "third party"), other than its employees, agents or clients who have executed Exhibit A to the Receiving Party's Agreement, without the prior written consent of the ISO. The Receiving Party will cause each of its employees and consultants who will have access to the Confidential Information to acknowledge that they have read this Agreement and agree to abide by all of its terms regarding use and disclosure of the Confidential Information by execution of Exhibit A. It is the ongoing responsibility of the Receiving Party to ensure that (i) each Exhibit A is accurate, (ii) each Exhibit A permits access only to a current employee or consultant of the Receiving Party, and (iii) each new Exhibit A and any notice of cancellation of an Exhibit A is immediately submitted to the ISO. The Receiving Party shall immediately report to the ISO any unauthorized access to the CRR FNM or other breach of this Agreement.

The Receiving Party shall complete and return to the ISO Exhibit B to this Agreement in order to facilitate the ISO's confirmation of the Receiving Party's identity and eligibility to receive Confidential Information. If the Receiving Party is a Consulting Entity, Exhibit C must also be executed.

3. Use of Confidential Information.

(a) The Receiving Party shall use the Confidential Information received hereunder only for the purposes identified herein. Any other use shall be only with the prior written consent of the ISO.

(b) It is understood and agreed by the Receiving Party that the Confidential Information constitutes confidential and/or proprietary

information of the ISO. The Receiving Party shall maintain the Confidential Information in strict confidence and shall not disclose, duplicate or otherwise reproduce the Confidential Information, directly or indirectly, in whole or part. Further, the Receiving Party understands that California Public Utilities Code Section 352.7 may apply to the terms of this Agreement. For purposes of this Agreement, the Receiving Party shall not be in violation for reproducing, duplicating or otherwise copying the Confidential Information for purposes of data recovery or storage, provided that the Confidential Information remains in the control of the Receiving Party.

4. Exceptions to Non-Disclosure.

Notwithstanding Paragraph 2 above, the Receiving Party shall not have breached any obligation under this Agreement if the Confidential Information is disclosed to a third party when the Confidential Information:

(a) was in the public domain at the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or

(b) had been received by the Receiving Party at the time of disclosure through other means without restriction on its use, or had been independently developed by the Receiving Party as shown through documentation; or

(c) is subsequently disclosed to the Receiving Party by a third party without restriction on use and without breach of any agreement or legal duty; or

(d) subject to the provisions of Paragraph 5, is used or disclosed pursuant to statutory duty or an order, subpoena or other lawful process issued by a court or other governmental authority of competent jurisdiction.

5. Notice of Pending Third Party Disclosure.

(a) In the event that a court or other governmental authority of competent jurisdiction issues an order, subpoena or other lawful process requiring the disclosure of the Confidential Information, the Receiving Party shall, to the extent legally permitted to do so, notify the ISO immediately upon receipt thereof to facilitate the ISO's efforts to prevent such disclosure, or

otherwise preserve the confidentiality of the Confidential Information.

(b) In the event that the Receiving Party is a federal, state, or local governmental entity and/or is subject to public records law or regulation, including without limitation the federal Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, or the California Public Records Act, California Governmental Code Sections 6250, et seq., or applicable municipal ordinance, the Receiving Party shall (i) notify the ISO immediately upon receipt of a request for public records that include all or part of the Confidential Information; and (ii) treat the requested Confidential Information as exempt from disclosure.

(c) The Receiving Party shall not be in violation of this Agreement if it complies with an order of a court or governmental authority, or a public records law or regulation, requiring disclosure of the Confidential Information, after giving the ISO ten (10) days following the Receiving Party's notice to the ISO of the requirement to disclose either to seek to maintain the confidentiality of such information as provided herein, or to notify the Receiving Party in writing that it will take no action to maintain such confidentiality.

6. Term. This Agreement shall remain in effect unless terminated by either party in accordance with this paragraph. This Agreement shall terminate only upon the occurrence of one of the following events:

(a) ten (10) days' prior written notice by either party; or

(b) upon breach of this Agreement by the Receiving Party.

Termination shall not extinguish any claim, liability or cause of action under this Agreement existing at the time of termination.

7. Provisions Surviving Termination. The provisions of Paragraphs 2, 3, 4 and 5 shall survive the termination of this Agreement for a period of ten (10) years. The provisions of Paragraph 8 shall continue after termination until satisfied.

8. Return or Destruction of Confidential Information. Upon termination of this Agreement, all Confidential Information in the possession or control of the Receiving Party, including its employees, shall be returned to the ISO, including all copies of such information in any form whatsoever, unless otherwise instructed in writing by the ISO. However, if the Confidential Information is retained in the computer backup system of the Receiving Party, the Confidential Information will be destroyed in accordance with the regular ongoing records retention process of the Receiving Party, or the Confidential Information will be retained under applicable law, court order, stock market regulation or competent authority of any governmental body. In lieu of return, the Receiving Party may certify to the ISO in writing that all such information, in any form whatsoever, has been destroyed.

9. Notices.

(a) Representatives and Addresses. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing, unless otherwise agreed by the parties, and shall be delivered in person or sent by certified mail, postage prepaid, by overnight delivery, or by electronic mail or facsimile transmission with an original sent immediately thereafter by postage prepaid mail, and properly addressed as follows:

Receiving Party:

Entity Name: _____

Name of Contact (person or position): _____

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

ISO:

Legal & Regulatory Department
250 Outcropping Way
Folsom, CA 95630
Facsimile: (916) 608-7222
E-mail: CAISONDA@caiso.com

(b) Changed Representatives and Addresses. A party hereto may from time to time change its representative or address for the purpose of notices to that party by a similar notice specifying a new representative or address, but no such change shall be deemed to have been given until such notice is actually received by the party being so notified.

(c) Effective Date of Notices. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Paragraph 9 shall be effective upon delivery if delivered personally, by overnight delivery, by electronic mail, or by facsimile transmission; if delivered by mail, such notices shall be effective three (3) days following deposit in the United States mail, postage prepaid.

10. Complete Agreement; No Other Rights.

(a) This Agreement contains the complete and exclusive agreement of the parties with respect to the subject matter thereof, and supersedes all discussions, negotiations, representations, warranties, commitments, offers, contracts, and writings prior to the date of this Agreement, with respect to its subject matter. No change to this Agreement shall be effective unless agreed to in writing by the parties hereto.

(b) This Agreement is not intended to create any right in or obligation of any party or third party other than those expressly stated herein.

11. No Warranties or Representations. Any Confidential Information disclosed by the ISO under this Agreement carries no warranty or representation of any kind, either express or implied. The Receiving Party shall not be entitled to rely on the accuracy, completeness or quality of the Confidential Information, even for the purpose stated in Paragraph 1.

12. Injunctive Relief. The Receiving Party agrees that, in addition to whatever other remedies may be available to the ISO under applicable law, the ISO shall be entitled to obtain injunctive relief with respect to any actual or threatened violation of this Agreement by the Receiving Party or any third party. The Receiving Party agrees that it shall bear all costs and expenses, including reasonable attorneys' fees, which may be incurred by the ISO in enforcing the provisions of this paragraph, only if the ISO prevails in the litigation.

13. Compliance with Export Laws. The Receiving Party agrees to comply in all respects with any governmental laws, orders or other restrictions which may be imposed from time to time by the government of the United States regarding exports ("Export Laws") to assure that neither the Confidential Information nor any direct product thereof are (i) exported, directly or indirectly, in violation of the Export Laws, or (ii) are intended to be used for any purposes prohibited by the Export Laws, including without limitation, nuclear, chemical or biological weapons proliferation. The Receiving Party certifies that it will not transfer or export any product, process or service that is a direct product of the Confidential Information.

14. Governing Law. This Agreement is made in the State of California and shall be governed by and interpreted in accordance with its laws.

15. Assignment. This Agreement shall be binding upon the parties and their successors and assigns. The Receiving Party shall not assign this Agreement without the ISO's prior written consent.

16. Construction of Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any party, but shall be construed in the manner that most accurately reflects the parties' intent as of the date they executed this Agreement.

17. Signature Authority. Each person signing below warrants that he or she has been duly authorized by the party for whom he or she signs to execute this Agreement on behalf of that party.

18. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Agreement.

19. Consistency with Federal Laws and Regulations. Nothing in this Agreement shall compel any person or federal entity to: (1) violate federal statutes or regulations; or (2) in the case of a federal agency, to exceed its statutory authority, as defined by any applicable federal statutes, regulations or orders lawfully promulgated thereunder. If any provision of this Agreement is inconsistent with any obligation imposed on any person or federal entity by federal law or regulation to that extent, it shall be inapplicable to that person or federal entity. No person or federal entity shall incur any liability by failing to comply with a provision of this Agreement that is inapplicable to it by reason of being inconsistent with any federal statutes, regulations or orders lawfully promulgated thereunder; provided, however, that such person or federal entity shall use its best efforts to comply with the Agreement to the extent that applicable federal laws, regulations and orders lawfully promulgated thereunder permit it to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

CALIFORNIA INDEPENDENT SYSTEM
OPERATOR CORPORATION

By: _____

Name: Mark Rothleder

Title: Senior Vice President and
Chief Operating Officer

Date:

RECEIVING PARTY:

By: _____

Name:

Title:

Date:

Exhibit A

INDIVIDUAL AGREEMENT TO BE BOUND BY NON-DISCLOSURE AND
USE OF INFORMATION AGREEMENT FOR CONGESTION REVENUE RIGHTS FULL NETWORK MODEL

The undersigned, _____ (print or type name), employed by _____, hereby acknowledges that he or she has received a copy of the Non-Disclosure and Use of Information Agreement for CRR FNM dated _____ between the California Independent System Operator Corporation and the Receiving Party designated therein ("Agreement"). The undersigned hereby acknowledges that the undersigned has read the Agreement and understands the importance of maintaining the confidentiality of Confidential Information (as defined in the Agreement), the provisions of the Agreement relating to such confidentiality and the limitations on the use of Confidential Information. In consideration thereof, the undersigned agrees to be bound by all of the provisions of the Agreement.

Dated: _____

Signed: _____

Print Name: _____

Telephone: _____

Email: _____

Exhibit C

CONSULTANT STATEMENT

Name of Consulting Entity: _____

Effective Date of NDA: _____

Type of business and state in which business organization formed [e.g., a California corporation]

Located at (address of Consulting Entity):

Has been engaged to provide technical support and analysis to the following entities:

Consulting Entity acknowledges and agrees that its review of Confidential Information is solely for the purpose of providing consultancy services to the Receiving Parties and that its use of Confidential Information shall be limited to the same. To the extent that Consulting Entity provides technical support and analysis to parties who are not eligible to receive the Confidential Information, and so are not eligible to sign the ISO NDA, Consulting Entity agrees that disclosure of Confidential Information to such parties is prohibited by the terms and conditions of the ISO NDA.

The undersigned agrees that he or she is authorized by the Consulting Entity to execute this Consultant Statement to the ISO NDA.

(Name of Consulting Entity)

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____

Tel: _____

Email: _____